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Attorneys for Defendant
CHICAGO TITLE INSURANCE COMPANY

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE FOR THE GSAMP TRUST
2006-HE2 MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2006-HE2,

Plaintiff,

vs.

CHICAGO TITLE INSURANCE
COMPANY,

Defendants.

Case No.: 2:19-cv-01728-GMN-VCF

**STIPULATION AND PROPOSED
ORDER TO STAY CASE PENDING
APPEAL AND EXTENDING
DEADLINE TO RESPOND TO
COMPLAINT**

(First Request)

Plaintiff the U.S. Bank National Association, as Trustee for the GSAMP Trust 2006-HE2 Mortgage Pass-Through Certificates, Series 2006-HE2 ("U.S. Bank") and defendant Chicago Title Insurance Company ("Chicago Title") (collectively, the "Parties"), by and through their undersigned counsel, stipulate and agree as follows, subject to the approval of the District Court:

WHEREAS, U.S. Bank filed this action on October 4, 2019;

WHEREAS, U.S. Bank caused the complaint and summons to be served on Chicago Title on January 2, 2020;

WHEREAS, Chicago Title's current deadline to respond to the Complaint is January 23, 2020;

WHEREAS, there are now currently pending in the United States District Court for the District of Nevada more than three dozen actions between national banks, on the one hand, and



1 their title insurers, on the other hand (the “Actions”);

2 **WHEREAS**, each of the Actions involves a title insurance coverage dispute wherein the
3 national bank contends, and the title insurer disputes, that a title insurance claim involving an
4 HOA assessment lien and subsequent sale was covered by a policy of title insurance;

5 **WHEREAS**, in virtually all of these Actions, the title insurer underwrote an ALTA 1992
6 loan policy of title insurance with form 1 coverage, along with the CLTA 100/ALTA 9
7 Endorsement and either the CLTA 115.1/ALTA 4 Endorsement or the CLTA 115.2/ALTA 5
8 Endorsement (the “Form Policy”);

9 **WHEREAS**, each of the Actions implicates common questions of interpretation of the
10 Form Policy;

11 **WHEREAS**, the national bank in one of these actions has now appealed a judgment of
12 dismissal to the Ninth Circuit Court of Appeals, *Wells Fargo Bank, N.A. v. Fidelity National Title*
13 *Ins. Co.*, Ninth Cir. Case No. 19-17332 (District Court Case No. 3:19-cv-00241-MMD-WGC)
14 (the “*Wells Fargo II* Appeal”);

15 **WHEREAS**, the Parties anticipate that the Ninth Circuit Court of Appeals’ decision in the
16 *Wells Fargo II* Appeal will likely touch upon issues regarding the interpretation of the Form
17 Policy and the reasonableness of the insurer’s denial, that could potentially affect the disposition
18 of the other Actions, including the instant action;

19 **WHEREAS** both of the Parties agree that it is appropriate and desirous to stay the instant
20 action pending the disposition of the *Wells Fargo II* Appeal, that a stay of the instant action will
21 not prejudice either of the Parties, and that a stay of the instant action will best serve the interests
22 of judicial economy (given the possibility that the Ninth Circuit Court of Appeals’ decision on the
23 *Wells Fargo II* Appeal might affect the disposition of this case);

24 **NOW THEREFORE**, the Parties, by and through their undersigned counsel, hereby
25 stipulate and agree as follows:

26 1. The instant action shall immediately be **STAYED**, pending the disposition of the
27 *Wells Fargo II* Appeal.

2. The Chicago Title’s deadline to respond to U.S. Bank’s complaint is hereby



1 **VACATED.**

2 3. By entering into this stipulation, Chicago Title does not intend to waive, and
3 expressly reserves, any and all defenses listed in Fed. R. Civ. P. 12(b), including with respect
4 whether it is subject to personal jurisdiction in this forum.

5 4. By entering into this stipulation, none of the Parties is waiving its right to
6 subsequently move the Court for an order lifting the stay in this action.

7 Dated this 3rd day of January 2020

EARLY SULLIVAN WRIGHT
GIZER & McRAE LLP

8 /s/--Kevin S. Sinclair

9 By: _____
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INSURANCE COMPANY

16 Dated this 3rd day of January 2020 WRIGHT, FINLAY & ZAK, LLP

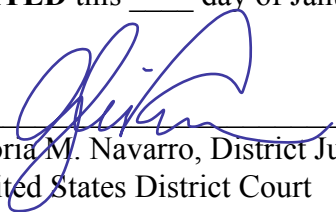
17 /s/--Lindsay D. Robbins

18 **ORDER**

19 **IT IS SO ORDERED.**

20 **IT IS FURTHER ORDERED** that the
21 parties shall file a joint status report
22 every ninety days, beginning March 9,
23 2020, addressing the status of the *Wells*
24 *Fargo II* Appeal.

25 **DATED** this 3 day of January, 2020.

26 
27 Gloria M. Navarro, District Judge
United States District Court

By: _____
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TRUST 2006-HE2 MORTGAGE PASS-THROUGH
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